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Union: **Lansing School Service Association**

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ARTICLE I - RECOGNITION

The Board of Education of the Lansing Central School District hereby recognizes the Lansing School Service Association as the exclusive negotiating agent for the service unit at Lansing Central School. The service unit shall consist of all persons regularly employed by the School District as custodians, cleaners, laborers, couriers, clerks, bus drivers, aides, cafeteria workers, mechanics, grounds persons, nurses, microcomputer technicians, microcomputer specialists, day care workers, monitors, receptionists, keyboard specialists and secretaries, provided that day care workers who work less than two hours per day shall not be entitled to health or dental insurance benefits under this agreement. Excluded from the service unit are all temporary employees, the Secretary to the Superintendent, Payroll Coordinator, Purchasing Clerk, Personnel Clerk, and the District Treasurer.

The Board of Education agrees to negotiate exclusively with the Lansing School Service Association and agrees not to negotiate with any service organization other than the Lansing School Service Association for the duration of the Agreement.

The Lansing School Service Association affirms that it does not assert the right to strike against any government, to assist in any such strike, or to impose an obligation to conduct, assist or participate in such a strike.

ARTICLE II - EMPLOYMENT

A. Definitions

1. Service Units

The following units are designated in the Lansing Central School District: Nurses, Aides and Monitors, Cafeteria, Buildings and Grounds, Transportation, Secretaries, Day Care Workers, Technology Support, Keyboard Specialists, Clerks and Receptionists.

2. Service Employees

An individual permanently employed in one (1) or more service units.

3. Temporary Employee

A person hired on the work force to fill in for an emergency or in the absence of a regular employee or one hired for less than a full school or calendar year. Persons hired in this category will be informed at the time of employment or appointment as to the temporary nature of the position.

4. Part-Time Employee

A person who works less than forty (40) hours per week.

5. Full-Time Employee

A person who works forty (40) hours a week for twelve (12) months.

B. Time Cards

Time cards reporting hours worked each week will be turned in by all employees.

C. Rates of Pay

The Board of Education reserves the right to pay any individual employee above the agreed upon rate. The District will inform the Association President at least one week prior to Board approval of any such increase.

D. Vacancies

In the event of a vacancy or creation of a new position, a description of the position to include duties, requirements and salary range shall be posted for a minimum of two (2) weeks (ten [10] working days) period, in each building and/or service employee unit. Seniority of qualified current employees shall be given full consideration. All present service employees shall be given the opportunity to apply. Applications must be submitted within specified time limits. Interested members of the bargaining unit meeting the qualifications of the position and all requirements of the School District and Civil Service will be interviewed. Vacancy notices posted during recess periods will be sent to the home addresses of the LSSA President, Vice President, Secretary and Treasurer for distribution.

E. Termination

In the event of termination of employment, a minimum of two (2) weeks advance notice shall be given to or by an employee.

F. Probationary Period

The probationary period for all classified Civil Service Employees shall be eight (8) to fifty-two (52) weeks.

G. Evaluation - The purpose of evaluation is to improve job performance and to provide positive assistance and support in that regard.

1. At least once each year, each support staff member will receive a written evaluation of his/her job performance. First year employees shall have a follow-up conference. All other employees may have a follow-up conference at the request of the employee or the request of the supervisor.

2. A support staff member will receive a copy of all written evaluations, given the opportunity to sign the document and attach written comments, all of which will be placed in the personnel file. An employee's signature acknowledges receipt of the document and not agreement with its contents. The employee's signature and written comments shall be received within fifteen (15) business days of receipt of the evaluation.
 3. Any written evaluation of a support staff member will be placed in the employee's personnel file.
- H. Personnel file - Each employee has a personnel file that documents his/her work history in the District.
1. A support staff member will receive copies of commendations, evaluations and disciplinary materials being placed in his/her file.
 2. A support staff member will have access to his/her personnel file in the presence of an administrator or designee. This access will be arranged within five (5) business days of the time of the request.
 3. Disciplinary action shall be based on material contained in the support staff member's personnel file, except in cases of gross misconduct or insubordination, and/or conduct which endangers the health, safety, welfare or morals of students and employees.
- I. Should a complaint regarding a unit member be made to any member of the administration and the administration determines that such complaint may influence the employee's evaluation, the administration shall notify the individual and offer to meet with the employee and a Lansing School Service Association representative if the employee so desires.

ARTICLE III - INSURANCE

A. Health Insurance

1. Active bargaining unit members will contribute the following rates for health insurance coverage under the Blue Cross/Blue Shield of Central New York or an equivalent with the same guarantees offered by such plan.

	Individual	Family
July 1, 2005	10%	15%
July 1, 2006	15%	15%
July 1, 2007	15%	15%
July 1, 2008	15%	15%

2. It is the intent of the District to hold harmless, during the first two years of this agreement, those employees moving from ninety-five percent (95%) individual health insurance coverage to eighty-five percent (85%) individual health insurance coverage. During the 2005-06 school year, Unit Members increasing their contribution to the individual health insurance plan from five percent (5%) to ten percent (10%) shall receive a reciprocal increase to base salary of 5% of the 2005-06 insurance premium for such plan. During the 2006-07 school year, Unit Members increasing their contributions to the individual health insurance plan from ten percent (10%) to fifteen percent (15%) shall receive a reciprocal increase to base salary of 5% of the 2006-07 insurance premium for such plan. This paragraph is applicable to Unit Members appointed before July 1, 2005.
3. The prescription drug co-payment shall be ten dollars (\$10) for non-generic drugs and zero dollars (\$0) for generic drugs for the term of this contract.
4. Upon retirement, the District will pay ninety percent (90%) of health insurance premiums for the retiree and eighty-five percent (85%) for dependents as long as the retiree survives. This is applicable to employees retiring after July 1, 2005 but before July 1, 2006. Effective July 1, 2006, upon retirement, the District will pay eighty-five percent (85%) of health insurance premiums for the retiree and eighty-five percent (85%) for dependents as long as the retiree survives. The covered surviving dependents may remain members of the group as long as they pay the full premium.

B. Eligibility Rules for Health Insurance

Unless the carrier then providing insurance coverage for the District requires otherwise, the following provisions shall apply. If the carrier's requirements are more restrictive, they shall supersede the requirements listed in Section 2.

1. To be eligible for health insurance, the employee (a) must have a minimum salary of at least two hundred three dollars and sixty cents (\$203.60) per week during the first year of the contract; two hundred seven dollars and twenty-seven cents (\$207.27) during the second year of the contract, two hundred eleven dollars (\$211.00) during the third year of the contract; and two hundred fourteen dollars and eighty cents (\$214.80) for the fourth year of the contract, or (b) work at least thirty (30) hours per week. Those employees with less than the above amounts can receive health insurance as long as they pay the full premium.

Any employee who makes less than two hundred dollars (\$200) but more than one hundred fifty dollars (\$150), and had health insurance in the 1991-92 school year, will continue to be eligible for health insurance.

2. Normally an employee must sign up for participation within one (1) month of availability or employment, whichever is later. Coverage will be effective on the first day of the second month following application.

3. Employees must sign up for a full year.
4. Eligible participating employees will be continued in the Plan until participation is withdrawn in writing.
5. Where circumstances warrant, the Superintendent may waive one (1) or more of the above requirements.
6. In order to be eligible for health insurance benefits in retirement, an employee must have been in the District service for a minimum of fifteen (15) years. If an employee has less service, he/she can obtain insurance on a prorated basis. Example: The individual will assume 1/15 of the District's portion of the premium for each year less than fifteen (15) years of service at the time of retirement.

Any employee wishing to retire within this contractual period, and having a minimum of fifteen (15) years of service, will be eligible for health insurance benefits in upon retirement.

7. Employees retiring on or after September 1, 1998, who elect to subscribe to Medicare Part B shall be responsible for one-half (1/2) or fifty percent (50%) of the premium.

C. Dental Insurance

Non-teaching bargaining unit employees may participate in the same Dental Insurance Plan as the one covering teaching employees.

If the non-teaching employee elects to participate in the Dental Insurance Plan, the cost of coverage will be deducted from pay on a monthly basis.

D. Flexible Spending Plan

The District will set up and maintain the Blue Cross and Blue Shield's Associates BestFlex Spending Program or an equivalent Plan with the same features offered by such Plan. Such Plan shall be limited to medical care reimbursement and dependent care reimbursement.

The District will pay all administrative costs associated with the Medical Care Reimbursement Account and the Dependent Care Reimbursement Account. The Plan will not become effective until January 1, 1993.

ARTICLE IV - LEAVES

A. Sick Leave

1. Sick leave will be credited annually in accordance with the following work schedules, with unused sick leave accumulating to a maximum of two hundred (200) days for all unit employees:

Twelve (12) month employees will receive 12 days.

Eleven (11) month employees will receive 11 days.

Ten (10) month employees will receive 10 days.

2. Days are defined to be that particular employee's work day which are not necessarily eight (8) hours.
3. In the event of personal injury, it shall be the duty of both Association and employer when presented with a legitimate claim, to lend every effort to facilitate and expedite employee benefits under Workers' Compensation coverage. Sick leave used in conjunction with compensation claims will be restored to the employee when the District is reimbursed for the costs by the insurance carrier.
4. A statement of accumulated sick leave shall be furnished to each employee upon request. Employees who work less than eight (8) hours per day will have sick time logged in hours.
5. Upon suspected abuse of sick leave, a doctor's note may be required at the request of the Superintendent.

B. Personal Leave

Employees will be permitted three (3) days per year, not to be deducted from sick leave days, for business or personal emergencies which cannot be attended to except during school hours. If unused at the end of the year, they will be added to accumulated sick leave. (This will not increase cumulative total.)

C. Death in the Family

In the event of death in the family of an employee, that employee shall be granted up to five (5) days of leave, for each such death, exclusive of sick leave. These days will not be deducted from sick leave.

D. Leave Requests

1. All leave requests shall be made to the Superintendent. No leave time will be taken without prior approval.
2. Requests for leave time (other than sick time) shall be made with a minimum of twenty-four (24) hours except in an emergency.

E. Unpaid Leave

Unpaid leave must be requested at least one (1) week prior and will be at the discretion of the Superintendent and be further dependent upon the availability of a suitable substitute.

F. Association Leave

The Lansing School Service Association shall have up to forty (40) hours per school year for the President and/or designee to attend to Association business. Such leave is contingent upon approval of the Superintendent. Requests for leave shall be made as soon as practical.

ARTICLE V - PAID HOLIDAYS

- A. Twelve (12) month employees will receive eleven (11) days per year.

New Year's Day
Martin Luther King Day
Famous American's Day
Good Friday
Memorial Day

Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day

- B. When school is closed for Veterans' Day, the day will be a paid holiday for all twelve (12) month employees.
- C. All employees who currently receive paid holidays will receive the monetary equivalent of one additional paid holiday per year during the first three (3) years of this agreement.
- D. Bus drivers will receive one (1) paid holiday during the first year of this agreement (Thanksgiving Day), two (2) paid holidays during the second year of this agreement (Thanksgiving Day and Christmas Day) and three (3) paid holidays during the third year of this agreement (Thanksgiving Day, Christmas Day and Memorial Day). After the third year of this agreement, bus drivers will continue to receive three (3) paid holidays per year (Thanksgiving Day, Christmas Day and Memorial Day).
- E. Unless prior written approval has been obtained, unit members must work the last scheduled workday before and the first scheduled workday after a holiday or vacation period in order to receive holiday pay. Special circumstances may be appealed.

ARTICLE VI - VACATION POLICY

A. This section shall be applicable to all full-time employees as follows:

1. Employees with one (1) to five (5) years of service in the district will earn paid vacation at the rate of ten (10) work days per year.
2. Employees with six (6) years of service in the district will earn paid vacation at the rate of eleven (11) work days per year.
3. Employees with seven (7) years of service in the district will earn paid vacation at the rate of twelve (12) work days per year.
4. Employees with eight (8) years of service in the district will earn paid vacation at the rate of thirteen (13) work days per year.
5. Employees with nine (9) years of service in the district will earn paid vacation at the rate of fourteen (14) work days per year.
6. Employees with ten (10) to (14) years of service in the district will earn paid vacation at the rate of fifteen (15) work days per year.
7. Employees with fifteen (15) years or more of service in the district will earn paid vacation at the rate of twenty (20) work days per year.
8. Earned vacation is credited on July 1 of each succeeding fiscal year.
9. An employee whose initial effective date of employment is other than July 1 will begin earning vacation at the start of the next succeeding month. Total vacation time earned will be rounded to the nearest whole day.
10. Vacation time must be used within twelve (12) months following the year in which it is credited. However, twelve-month employees covered under ARTICLE VI will be entitled to carryover five (5) unused vacation days into the next fiscal year which must be used by December 31.
11. Employees resigning prior to providing six (6) months of service will not be compensated for any vacation time.
12. If a legal holiday occurs while an employee is on vacation, it shall not be considered as one of the vacation days to which the employee is entitled.
13. The district encourages twelve (12) month employees to use their vacation during non-school periods. However, employees may take their vacations at any time subject to advanced approval of the immediate supervisor except in case of emergency.

14. Twelve-month employees hired after the ratification and approval of this agreement by the Board of Education must serve six (6) months before earning any entitlement to vacation. After six months they will be entitled to five (5) days of paid vacation. These five (5) days are part of the ten (10) days accrued during the first year. Thereafter on July 1, the employee will be entitled to the vacation days as noted above.
- B. This section shall be applicable to employees appointed prior to July 1, 2005 and is developed to place all employees on a fiscal calendar for the purposes of vacation accrual.
1. Employees hired prior to July 1, 2005 will continue to accrue vacation benefits pursuant to the terms of paragraph "A" above.
 2. From July 1, 2005 through June 30, 2006 employees will be awarded vacation days on the anniversary of their appointment.
 3. On July 1, 2006 employees will be awarded prorated vacation days from the date of their appointment anniversary through July 1, 2006.
 4. The combined total of vacation days awarded from July 1, 2005 through July 2, 2006 must be used by June 30, 2007.
 5. On July 1, 2007 and all subsequent July 1, full vacation allotments will be awarded.
- C. Determination of vacation schedules for the above personnel is a responsibility of the Superintendent of Schools.

ARTICLE VII - RETIREMENT

- A. Retirement benefits for eligible employees shall be as provided under the New York State Employees Retirement Plan (non-contributory career plan Section 75I for Tier I and Tier II). (Members of Tier III contribute per New York State Retirement Plan Article 14. Tier IV members contribute per New York State Retirement Plan Article 15.)
- B. Employees who are hired before July 1, 2005 and retire at age 55 or older with fifteen (15) years or more of service with the District will receive thirty percent (30%) of the individual's daily salary for each unused, accumulated sick day. Employees who are hired on or after July 1, 2005 and retire at age 55 or older with fifteen (15) years or more of continuous service with the District from the last date of hire will receive thirty percent (30%) of the individual's daily salary for each unused, accumulated sick day.

C. Retirement Bonus

A bonus at retirement of twenty-five percent (25%) of the employee's annual salary will be paid to bargaining unit members hired before July 1, 2005 who retire at the age of 55 or older with 20 years or more of service with the District. Bargaining unit members who are hired on or after July 1, 2005 and who retire at the age of 55 or older shall be entitled to such bonus, provided that they have twenty (20) or more years of continuous service with the District from the last date of hire. The bonus in this section is in addition to Section B above.

ARTICLE VIII - SALARY INCREASES

A. Salary increases for all unit employees will be:

2005-2006	3.6%
2006-2007	3.6%
2007-2008	3.6%
2008-2009	3.6%

ARTICLE IX - MISCELLANEOUS PROVISIONS

A. Tuition for non-resident children of non-resident service employees will be five hundred dollars (\$500) per year for each child attending Lansing Central School District except that tuition for such children presently (1991-92) attending school in the Lansing Central School District shall remain at one hundred dollars (\$100) per year, per child, subject to the provision of the next sentence.

Tuition for non-resident children requiring extraordinary services will reflect the cost to the District of these extraordinary services not to exceed the tuition paid by non-resident children not covered by this Agreement.

B. All proposals of the Lansing School Service Association for the term of this Agreement have been discussed and negotiated and such negotiations are now completed.

C. The District acknowledges its obligation to indemnify its employees from financial loss arising out of claim for negligence pursuant to Section 3023 of the Education Law.

D. The District will furnish the Association President or his/her designee with a packet of up-to-date job descriptions, as posted by Tompkins County Civil Service.

ARTICLE X - NEGOTIATIONS PROCEDURES

A. Procedures

Either party may notify the other by January 15 in the final year of the duration of this Contract of its desire to amend the provisions of this Agreement. In such event, the parties shall meet on the first Wednesday of February and exchange all proposals for modification of this Agreement. All proposals shall be submitted in precise, specific, written Contract language. No new additional proposals may be made by either party after this first meeting. Commencing on the second Wednesday in February, the parties shall meet and negotiate in good faith on that day and thereafter on days and times to be mutually agreed upon. Meetings shall not exceed three (3) hours except as extended by mutual agreement and shall be held at a time agreed upon.

B. Negotiating Teams

Neither party in any negotiations shall have control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final Agreement shall be executed without ratification by the Association and the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and reach compromise in the course of negotiations.

C. Exchange of Information

Both parties and/or the Superintendent shall furnish each other upon reasonable request, all available information pertinent to the issue(s) under consideration.

D. Consultants

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.

E. Reaching Agreement

When consensus is reached covering the areas under discussion, agreements will be initialed by both parties and the proposed Agreement shall be reduced to writing as a Memorandum of Understanding and submitted to the Association and Board of Education for approval. Following approval by a majority of the Association membership and by a majority of the Board of Education, the Board of Education will take such action upon the recommendations(s) submitted as are necessary to make them official.

ARTICLE XI - GRIEVANCE PROCEDURES AND RESOLUTION OF ASSOCIATION- BOARD OF EDUCATION DISAGREEMENTS

A. Purpose

It is the purpose of this procedure to secure, at the lowest possible level, equitable solutions of alleged grievances of support staff and to provide for resolution of disagreement between the two (2) parties to this Agreement.

B. Definitions

A grievance is an alleged violation of a specified Article or Section of this Agreement.

C. Procedures

1. Nothing contained herein will be construed as limiting the right of any support staff having a grievance to discuss the matter informally with any member of the Administration and to adjust the grievance in a way mutually acceptable to the support staff and the Administration. Such adjustments need not however be considered as a precedent for future cases.
2. A support staff who has a grievance may, if he/she wishes, ask the Association Grievance Committee or other representative to assist him/her, to advise him/her, or to represent him/her, or to refrain, at any Stage in the adjustment of his/her grievance.
3. A grievance can be instituted only by a support staff or group of support staff or the Association.
4. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available relevant documents and records concerning the alleged grievance within ten (10) school days when practical. If the District is unable to make available the relevant documents and records within this time frame, the District will notify the Association President or his/her designee of this inability and shall simultaneously provide an estimated time for the documents and records to be available.
5. All documents and records dealing with the processing of a grievance shall be preserved.

D. Time Limits

1. The time limits specified in this Article may be extended only by mutual agreement. The term "days" refers to school days except during the Summer when "days" shall mean weekdays.

2. All alleged grievances shall be brought to the attention of the appropriate administrator by any aggrieved party within thirty (30) days of the time the aggrieved party knew of the act or conditions involved.
3. If the decision at one Stage is not appealed to the next Stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement will be barred.

E. Stages of the Procedure

Grievance

Any aggrieved party will discuss its alleged grievance with the administrator immediately responsible, with the objective of resolving the matter informally. If the grievance is not resolved informally or if the aggrieved party wishes to appeal the decision of the administrator consulted, the aggrieved party will proceed as follows:

Stage 1

The aggrieved party will present in written form the matter of grievance to the building principal or supervisor responsible. The written report shall include the names of all persons relevant to the alleged grievance, the times and places involved, a general statement of the nature of the grievance, the redress sought by the aggrieved party, and the steps taken by the aggrieved party up to the time of submission of the written report. The building principal or supervisor shall render a written decision on the grievance within five (5) days after receipt of the complaint. If an appeal from the building principal's or supervisor's decision is desired, such appeal must be requested in writing to the Superintendent of Schools within five (5) days following the decision of the building principal or supervisor.

Stage 2

Within five (5) days of the receipt of a written appeal from an aggrieved party, the Superintendent of Schools shall hold a hearing with the aggrieved party and any representatives the party designates. The Superintendent of Schools shall render a written decision within five (5) days of the hearing.

Stage 3

If the aggrieved party is not satisfied with the decision at Stage 2, an appeal shall be filed in writing with the Board of Education within five (5) days after the decision at Stage 2. The Board of Education shall hold a hearing on the grievance in Executive Session to include parties of interest within thirty (30) days of receipt of the written appeal. The Board of Education shall render a decision, in writing, on the grievance within five (5) days of the hearing.

Stage 4 - Arbitration Stage

1. After such hearing, if the appealed party is not satisfied with the decision at the Board of Education Stage, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at the Board of Education Stage.
2. Within ten (10) school days after such written notice of submission to Arbitration, the Board of Education and the Association will agree upon a mutually acceptable Arbitrator competent in the area of grievance and will obtain a commitment from said Arbitrator to serve. If the parties are unable to agree upon an Arbitrator or to obtain such a commitment within the specified period, a request for a list of Arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an Arbitrator.
3. The selected Arbitrator will hear the matter promptly and will issue his/her decision not later than fourteen (14) calendar days from the date of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs that have been submitted to him/her. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
4. The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law which is violative of the terms of this Agreement.
5. The decision of the Arbitrator shall be final and binding upon all parties.
6. The costs for the services of the Arbitrator will be borne equally by the Board of Education and the Association.

ARTICLE XII - SPECIFIC PROVISIONS FOR AIDES, MONITORS, KEYBOARD SPECIALISTS, CLERKS AND RECEPTIONISTS

- A. Where possible, aides, keyboard specialists, clerks and receptionists shall be scheduled continuously except for a lunch break.
- B. All extra time spent, outside of regular school hours (extracurricular activities, athletic events, etc.) shall be paid for when authorized by the proper personnel.
- C. An aide shall be excused from reporting on the last day of school in June if their work is completed and the teaching staff is excused. An aide will not be paid for the excused day.

- D. Except in an emergency, no aide shall be required to assume the responsibility of a regular classroom teacher.
- E. Starting salaries for the duration of the Contract for keyboard specialists, clerks and receptionists will be nine dollars and sixteen cents (\$9.16) per hour for the 2005-06 contract year; nine dollars and thirty-three cents (\$9.33) for the 2006-07 contract year; nine dollars and forty-nine cents (\$9.49) for the 2007-08 contract year; and nine dollars and sixty-six cents (\$9.66) for the 2008-09 contract year.
- F. Starting salaries for the duration of the Contract for monitors and aides will be seven dollars and sixty-four cents (\$7.64) per hour for the 2005-06 contract year; seven dollars and seventy-seven cents (\$7.77) per hour for the 2006-07 contract year; seven dollars and ninety-one cents (\$7.91) per hour for the 2007-08 contract year; and eight dollars and five cents (\$8.05) per hour for the 2008-09 contract year.

ARTICLE XIII - SPECIFIC PROVISIONS FOR CAFETERIA WORKERS

- A. Employees who are called back to work after completing their regular shift will be paid at time and one-half (1 ½) for hours worked on call-back.
- B. Any cafeteria worker assuming the responsibilities of the cook or head cook will be compensated at one dollar (\$1.00) per hour above his/her rate of pay.
- C. Cafeteria workers shall receive eighty-five dollars (\$85.00) per person for the 2005-2006 contract year, for uniforms and shoes, upon submission of receipts. The uniform allowance shall be ninety dollars (\$90.00) per person for the 2006-2007 contract year, up to ninety-five dollars (\$95.00) per person for the 2007-2008 contract year, and up to one hundred dollars (\$100.00) per person for the 2008-2009 contract year.

D. Cafeteria Vacancies

Upon vacancy of an existing food service worker's position, the position shall be posted and announced to all present School District food service workers. They shall have three (3) working days from the date of posting to apply for the position. The Superintendent, in consultation with the cafeteria supervisor, will determine which applicant, if any, best meets the qualifications for the position. All skills and qualifications being equal, departmental seniority shall be considered. Positions not filled by current cafeteria employees will be posted in accordance with the normal School District vacancy procedures.

- E. Starting rates of pay for cafeteria workers will be seven dollars and sixty-four cents (\$7.64) per hour for the 2005-06 contract year, seven dollars and seventy-seven cents (\$7.77) per hour for the 2006-07 contract year, seven dollars and ninety-one cents (\$7.91) per hour for the 2007-08 contract year, and eight dollars and five cents (\$8.05) per hour for the 2008-09 contract year.

- F. Any cafeteria worker assuming the responsibilities of the Senior Food Service Helper position will be compensated at one dollar and fifty cents (\$1.50) per hour above his/her rate of pay.

Starting rates of pay for the duration of the contract for the High School head cook will be ten dollars and ninety-four cents (\$10.94) per hour.

Starting rates of pay for the duration of the contract for Elementary and Middle School cook will be nine dollars and ninety-three cents (\$9.93) per hour.

ARTICLE XIV - SPECIFIC PROVISIONS FOR NURSES

- A. If a nurse position becomes vacant during the school year, or a new position occurs, the position, all duties, qualifications shall be listed. A qualified nurse, currently employed by the School District, with seniority, shall receive first consideration in filling the position.
- B. Upon interview for the school nurse position, the applicant shall be furnished with a written list of duties and responsibilities of the school nurse position.
- C. All extra time worked outside of regular hours shall be paid to the nurse when authorized by proper personnel.
- D. The starting rate of pay for nurses will be thirteen dollars and seventy-four cents (\$13.74) for the 2005-06 contract year; thirteen dollars and ninety-nine cents (\$13.99) for the 2006-07 contract year; fourteen dollars and twenty four cents (\$14.24) for the 2007-08 contract year; and fourteen dollars and fifty cents (\$14.50) for the 2008-09 school year.
- E. Nurses will be granted up to ten (10) extra working days before the start of the new school year at their regular rate of pay.

ARTICLE XV - SPECIFIC PROVISIONS FOR MECHANICS AND BUILDINGS AND GROUNDS

- A. Double time will be paid for Sundays and holidays after forty (40) hours have been worked that week.
- B. In order to address the needs of the community to use the District's schools the District reserves the right to schedule custodial and grounds crews for five (5) consecutive days starting on any given day of the week (e.g. Monday through Friday, Tuesday through Saturday, Wednesday through Sunday). Every effort will be made to assign regular weekend work to employees hired after July 1, 1998. Double time will not be paid for Sunday when included as part of a person's workweek schedule, such as the first forty (40) hours.

- C. Custodial and grounds personnel will be required to punch in and out for meals and breaks. The District may require the use of time clocks for payroll purposes for custodial and grounds crew.
- D. Holidays falling within the normal workweek (Monday through Friday) will be considered hours worked for purposes of computing overtime compensation.
- E. Employees will be furnished with equipment and safety gear/clothing as appropriate and necessary for the safe completion of their tasks. (These items to include prescription safety glasses [for employees who weld and grind], gloves, boots, helmets, safety shoes, insulated outerwear, etc.) as moderation permits.
- F. Uniforms will be required for Buildings and Grounds employees and Mechanics. These employees will be furnished with five (5) changes of clothing per week. The School District agrees to locate a satisfactory uniform service and to use said service.
- G. Starting salaries for laundry positions, cleaners, laborers will be seven dollars and sixty-four cents (\$7.64) per hour for the 2005-06 contract year; seven dollars and seventy-seven cents (\$7.77) per hour for the 2006-07 contract year; seven dollars and ninety-one cents (\$7.91) per hour for the 2007-08 contract year; and eight dollars and five cents (\$8.05) per hour for the 2008-09 contract year.

Starting salaries for custodians, mechanics, and grounds persons will be nine dollars and sixty-seven cents (\$9.67) per hour for 2005-06 contract year; nine dollars and eighty-four cents (\$9.84) for the 2006-07 contract year; ten dollars and two cents (\$10.02) for the 2007-08 contract year; and ten dollars and twenty cents (\$10.20) for the 2008-09 contract year.

Starting salaries for head custodians will be nine dollars and sixty-seven cents (\$9.67) per hour for 2005-06 contract year; nine dollars and eighty-four cents (\$9.84) for the 2006-07 contract year; ten dollars and two cents (\$10.02) for the 2007-08 contract year; and ten dollars and twenty cents (\$10.20) for the 2008-09 contract year.

After a period of six (6) months, the rate of pay for head custodian will be ten dollars and eighty-eight cents (\$10.88) for the duration of the contract.

- H. When an employee who is regularly scheduled to work the night shift is requested/required by the District to work at a time other than their normal shift, the employee will receive their regular rate of pay including shift differential.
- I. When an employee is asked to be "on call" by his supervisor, that employee shall be fit and available to assume the supervisor's responsibilities and shall be compensated at a rate of two dollars and fifty cents (\$2.50) per hour for the period of time he/she is "on call". If an "on call" employee is required to render service, that employee shall be paid a minimum of four (4) hours at one and one-half (1½) times their regular rate of pay.
- J. When any employee is asked to do building checks, that employee shall be compensated for a minimum of two (2) hours per check. If this is in addition to a forty (40) hour work week, the rate of pay shall be one and one-half (1½) times the regular rate of pay.

ARTICLE XVI - SPECIFIC PROVISIONS FOR TRANSPORTATION

- A. The driver handbook shall be updated and made available to all drivers. Any change to the procedures and policies contained within shall be in writing and shall be distributed to each driver for placement in the handbook before implementation.
- B. An annual physical examination shall be required of each driver. Examinations are scheduled by the employer and provided by the School District medical staff. If necessary, to satisfactorily conclude or meet specific requirements of the examination, a mutually agreed upon additional professional evaluation may be solicited. Additional expenses so incurred, not covered by insurance, of up to fifty dollars (\$50.00) shall be reimbursed to the employee.
- C. Stipends for Driver Training

Drivers' two (2) hour refresher training will be paid at twenty-two dollars (\$22.00) a session.
- D. If qualified regular drivers are available, teachers will not be used for contracted runs.
- E. Definition of Bus Runs
 - 1. Contracted Run - scheduled to run on a daily basis at a specific time on a specific route for the duration of the school year.
 - 2. Special Run - a singular trip scheduled to meet a one-time specific need, such as an athletic trip, field trip, etc.
 - 3. Signature Run - a specific route scheduled to run at a specific time intermittently during the school year. Leave time is not accrued for signature runs, however, leave time from contractual runs may be applied for absences from signature runs.
 - 4. Summer Run - School District trips run between the last day of school in June through the first day of the next school year in September. A driver may drive more than one (1) Summer Run as schedule allows. Drivers will be paid at their regular driving rate.
 - 5. Emergency, Sick Child and Swimming Runs (Elementary, Middle School Gym Class)

If a driver is present in the bus garage when the District must make an emergency, sick child, or swimming run, that driver shall have the right of first refusal to make the run. If more than one driver is present in the bus garage and expresses an interest in making such run, the Transportation Supervisor shall decide which driver will make the run. If no such driver requests to make such a run, the Transportation Supervisor shall utilize any driver or driver/mechanic available.

F. Special Runs or Trips (Athletic, Field, Etc.)

1. In assigning trips, preference shall be extended to qualified regular drivers not scheduled for a regular run. In the interest of safety and good discipline, drivers will drive their regular runs as a first priority. Special runs will be paid at the driver's highest regular rate for actual driving time with a minimum of one (1) hour driving time guaranteed per round trip. After driving a Special Run or Trip, the trip earned extra pay dollars will be kept on a tally by the garage office. In the case more than one (1) driver signs up for the trip, the trip will be awarded to the driver with a lowest accumulated number of earned extra dollars on the tally sheet. In the case of a driver canceling after being awarded the trip, the dollars earned by the substitute driver filling in for the canceling driver will be added to the canceling driver's tally instead of the substitute driver's tally. In the case when the trip comes up with short notice or is unsigned, the supervisor may request a driver take the trip. The earned extra pay dollars for that trip will not be added to the driver's tally.

The tally starts at zero (0) on the first day of a new school year. New drivers hired during the school year will have their tally amount start with the same number as the highest driver.

2. If a trip extends through regular meal time up to the following amounts will be reimbursed with proper receipts or vouchers presented to the District Business Office:

Breakfast	Five dollars (\$5.00)
Lunch	Seven dollars (\$7.00)
Dinner	Ten dollars (\$10.00)

Meals will be reimbursed when the trip is longer than four (4) hours, and occur during approved meal hours. (Breakfast: 7:00 a.m. to 9:00 a.m., Lunch: 11:00 a.m. to 1:00 p.m., Dinner: 5:00 p.m. to 7:00 p.m.) Meal times will be unpaid, i.e. thirty (30) minutes at the layover rate will be deducted for each meal reimbursed. Overnight trips will follow existing practice for meal times.

3. When a driver completes an afternoon run after 4:30 p.m. they will be compensated upon special payroll for the additional time based upon their regular rate of pay.
4. When a driver reports in for a special trip and prepares a bus and then is notified that the trip is cancelled, the driver shall be paid for one (1) hour at the driver's regular rate of pay.

5. Available drivers who wish to drive summer runs can be assigned by seniority. In the event the scheduled driver cannot drive, the next senior driver on the list will be called. If a vacancy occurs two (2) hours or less before departure time, the supervisor may utilize the first available driver.

G. New Trips

1. When a run is open because of vacancy, interested drivers will bid upon the open run. Driver seniority will be considered when filling the run. The vacancy must be caused by resignation, retirement or the creation of a new run.
2. Runs which are modified in a minor way are not included in the category of vacancy.
3. The runs will be posted and application made in the manner described in Article II of this agreement.
4. New Trips Occurring During School Year

When a trip is regularly scheduled and run for at least thirty (30) days, the trip will be posted and bid upon by interested drivers. Driver seniority will be considered when filling the trip. The trip will be contracted at the actual run time and at the driver's regular rate of pay.

H. Miscellaneous

1. If a driver is issued specific instructions as to the manner of executing his/her duties while transporting students such as stopping points, manner or location of receiving or discharging students, direction of travel, etc., that are in serious conflict with that driver's observation and concern as to the welfare and safety of the students, the driver shall make known his/her concern to the Superintendent of Schools in writing.
2. If the practice giving rise to the serious conflict and concern in the driver is directed to be continued, this shall be in writing.
3. Under certain circumstances drivers are paid for regular trips, even though they are not run. Examples are snow days; inclement weather; change in school calendar reducing total number of days.
4. Starting rates for drivers shall be thirteen dollars and forty-nine cents (\$13.49) for the 2005-06 contract year; thirteen dollars and seventy-three cents (\$13.73) for the 2006-07 contract year; thirteen dollars and ninety-eight (\$13.98) for the 2007-08 contract year; and fourteen dollars and twenty-three cents (\$14.23) for the 2008-09 contract year.

5. Layover rate for special trips for the duration of the Contract:

All bus drivers, except those currently at Level A, will move to the Level B layover rate as follows. Only current Level A drivers will remain at the Level A rate until retirement.

Level A: Thirteen dollars and five cents (\$13.05).

Level B: Nine dollars and fifty-eight cents (\$9.58).

6. Deductions in salary for unauthorized absence, shall be 1/divided by number of days paid for annually of the annual base salary for the run from which absent.
7. A driver has the right to one (1) representative of his/her choice from the transportation workers to be present at any regular scheduled meeting pertaining to the performance of his/her job.
8. If a driver is required to check out a bus prior to a trip, ten (10) to fifteen (15) minutes will be added to the route time. If a driver has the last runs of the day on a bus, ten (10) minutes will be added to the trip time for cleaning and sweeping, fueling, etc. the bus. This applies only to new trips or changes in trips.

The present allocation of one and one-third (1 1/3) and one and one-half (1 1/2) for existing trips run by Level A drivers will continue to be the standard, and will include all pre-checks and post-checks as required by law.
9. If a driver has a run switched or modified at the District's request, the drivers will continue to get the same rate as on the old run.
10. At all times a mechanic or mechanical assistant shall be available for road emergencies.

ARTICLE XVII – SPECIFIC PROVISIONS FOR SECRETARIES

- A. Starting salaries for secretaries will be nine dollars and sixty-seven cents (\$9.67) per hour for 2005-06 contract year, nine dollars and eighty-four cents (\$9.84) for the 2006-07 contract year, ten dollars and two cents (\$10.02) for the 2007-08 contract year, and ten dollars and twenty cents (\$10.20) for the 2008-09 contract year.
- B. With the prior approval of their supervisor, eleven (11) and twelve (12) month secretaries shall be excused from work when school is closed due to inclement weather or emergency closings. However, if a secretary is absent from school due to inclement weather or an emergency closing without first securing approval from his/her supervisor, he/she will be obligated to take the day as a personal day or a vacation day depending on the circumstances of his/her absence.

- C. All eleven (11) month secretaries hired after July 1, 2000 and twelve (12) month secretaries will receive eleven (11) paid holidays per year:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Famous American's Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Christmas Day	

Eleven (11) month secretaries hired prior to July 1, 2000 will have fourteen (14) paid holidays per year inclusive of the above listed eleven (11). When school is closed for Veterans' Day, the day will be a paid holiday for all twelve (12) month secretaries.

- D. Secretaries named in the Board of Education resolution dated December 12, 1996 shall be entitled to retiree health insurance as described in said resolution. Secretaries who are entitled to this benefit are Sybel Bush, Nancy Milligan, Maureen Muggeo and Barbara White.

In summary, the above named secretaries who retire with ten (10) years of service shall be entitled to the same retiree health insurance benefit as is contracted with the Lansing Faculty Association at the time of her retirement. Upon proof of filing a service retirement with the New York State Employees' Retirement System, the District will provide the same health insurance coverage on the terms and conditions, including premium payment, as is available to the secretary on her last day of employment before retirement.

Consistent with the current and past practice of paying for Medicare premiums at the date of said resolution, the District will pay Medicare premiums when Medicare eligibility is reached. If the above named secretary is participating in this retiree health insurance benefit at the time of her death, any surviving covered dependent(s) may retain coverage available to them at that time provided that the covered dependent(s) pay the full premium cost for the coverage including their Medicare premium.

ARTICLE XVIII – SPECIFIC PROVISIONS FOR DAY CARE WORKERS

- A. Starting salaries for day care workers will be seven dollars and sixty-four cents (\$7.64) per hour for the 2005-06 school year, seven dollars and seventy-seven cents (\$7.77) per hour for the 2006-07 contract year, seven dollars and ninety-one cents (\$7.91) per hour for the 2007-08 contract year, and eight dollars and five cents (\$8.05) per hour for the 2008-09 contract year.

Starting salaries for Assistant Director and/or Activities Director will be nine dollars and sixteen cents (\$9.16) per hour for the 2005-06 school year, nine dollars and thirty-three cents per hour (\$9.33) for the 2006-07 contract year, nine dollars and forty-nine cents

(\$9.49) per hour for the 2007-08 contract year, and nine dollars and sixty-seven cents (\$9.67) per hour for the 2008-09 contract year.

- B. Any day care worker who assumes the responsibilities of the Director and/or Assistant Director shall be compensated at one dollar (\$1.00) per hour above employee's regular rate of pay.

ARTICLE XIX – SPECIFIC PROVISIONS FOR TECHNOLOGY SUPPORT

- A. Starting salaries for the Microcomputer Technician will be nine dollars and sixty-seven cents (\$9.67) per hour for 2005-06 contract year, nine dollars and eighty-four cents (\$9.84) for the 2006-07 contract year, ten dollars and two cents (\$10.02) for the 2007-08 contract year, and ten dollars and twenty cents (\$10.20) for the 2008-09 contract year.

Starting salaries for the Microcomputer Specialist will be thirteen dollars and twenty-three cents (\$13.23) per hour for the 2005-06 contract year, thirteen dollars and forty-seven cents (\$13.47) for the 2006-07 contract year, thirteen dollars and seventy-one cents (\$13.71) for the 2007-08 contract year and thirteen dollars and ninety-six cents (\$13.96) for the 2008-09 contract year.

ARTICLE XX - OVERTIME, TRAINING AND LONGEVITY

- A. Overtime

- 1. For all employees, time and one-half (1 1/2) will be paid after forty (40) hours has been worked in any given week. Time and one-half (1 1/2) will not be paid when leave time comprises any of the first forty (40) hours.
- 2. Employees who are called back to work after completing their regular shift will be paid at time and one-half (1 1/2) for hours worked on call back.

- B. Training

- 1. Staff Development

- (a) Employees will receive at least six (6) hours of staff development training per year paid at their regular hourly rate of pay.
- (b) The District will make every effort to give employees one month's notice of staff development training.
- (c) Day care workers will attend staff development training during times that do not conflict with their regularly scheduled work day.

- 2. Other training

- (a) Mandated training for employees will be at their regular rate of pay.
- (b) Optional training will be paid at the starting rate of pay for that department.
- (c) If there is a fee involved for training, the District will have the option of paying for the training fee or paying the employee. In either case, the employee will be informed prior to the training and may opt whether or not to participate.

C. Longevity

- 1. Upon completion of ten (10) years of service, eligible employees other than bus drivers will receive an additional eleven cents (\$0.11) per hour over their regular pay for the 2005-06 contract year; an additional twelve cents (\$0.12) per hour over their regular pay for the 2006-07 contract year; an additional thirteen (\$0.13) cents per hour over their regular pay for the 2007-08 contract year; and an additional (\$0.14) fourteen cents per hour over their regular pay for the 2008-09 contract year.
- 2. Upon completion of fifteen (15) years of service, eligible employees other than bus drivers will receive an additional sixteen cents (\$0.16) per hour over their regular pay for the 2005-06 contract year; an additional seventeen cents (\$0.17) per hour over their regular pay for the 2006-07 contract year; an additional eighteen cents (\$0.18) cents per hour over their regular pay for the 2007-08 contract year; and an additional (\$0.19) nineteen cents per hour over their regular pay for the 2008-09 contract year.
- 3. Unit members employed by the District on or before July 1, 2005 who did not previously receive longevity increases (i.e. buildings and grounds employees, mechanics, nurses, day care workers, technology support employees) will be entitled to the above increases prospectively beginning with the most recent longevity benchmark attained. (For example, a mechanic employed by the District for seventeen (17) years is entitled to a sixteen cent (\$0.16) per hour longevity increase for reaching the fifteen (15) year benchmark during the 2005-06 contract year, but not the eleven cent (\$0.11) per hour longevity increase given to employees for attaining the ten (10) year benchmark.)

ARTICLE XXI - DURATION

This Agreement shall be effective as of July 1, 2005 to continue through the school year ending June 30, 2009.

President, Lansing School
Service Association

Superintendent
Lansing Central School District

| Date: _____

Date: _____